

RECORDATION NO. 18419-H FILED

JAN 04 '10

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SURFACE TRANSPORTATION BOARD

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ATTORNEYS AT LAW
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January 4, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Partial Lease and Indenture Termination, Trust Indenture and Security Agreement and Indenture Supplement No. 1, dated as of January 4, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease and Indenture previously filed with the Commission under Recordation Number 18419.

The names and addresses of the parties to the enclosed document are:

Lessee:	National Railroad Passenger Corporation 10 G Street, NE Washington, DC 20002
Owner Trustee:	Wilmington Trust Company, not in its individual capacity but solely as Trustee Rodney Square North 1100 North Market Street Wilmington, Delaware 19890-0001

Chief, Section of Administration
January 4, 2010
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Indenture Trustee: Wells Fargo Bank Northwest , N.A., not in its
individual capacity but solely as Trustee
299 South Main Street, 12th Floor
Salt Lake Cit, UT 84111

A description of the railroad equipment covered by the enclosed document
is:

8 Superliner II Passenger Cars: AMTK 32070, AMTK 32072 - AMTK 32073,
AMTK 32075 - AMTK 32077, AMTK 39000 and AMTK 39002.

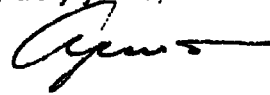
A short summary of the document to appear in the index is:

Memorandum of Partial Lease and Indenture Termination, Trust Indenture
and Security Agreement and Indenture Supplement No. 1.

Also enclosed is a check in the amount of \$41.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/bhs
Enclosures

memorandum of which was recorded with the ICC on December 22, 1993 at 9:05 a.m. under Recordation No. 18419-E, covering the LS 2 Equipment, and (iii) that certain Indenture Supplement No. 3 (Amtrak Trust 93-C), dated as of February 28, 1994 ("Original Indenture Supplement No. 3"), a memorandum of which was recorded with the ICC on February 28, 1994 at 9:50 a.m. under Recordation No. 18419-G, covering certain other units of equipment as specified therein;

WHEREAS, pursuant to the terms and conditions of the Operative Documents (as defined in the Lease) and an Omnibus Partial Termination Agreement, dated as of January 4, 2010 (the "Omnibus Agreement") Amtrak is purchasing the Equipment from Owner Trustee, and in connection therewith, (i) the Lease, solely as supplemented by Lease Supplement No. 1 and Lease Supplement No. 2, solely with respect to the Equipment, shall be terminated, (ii) Amtrak is assuming the obligations of Owner Trustee solely in respect of the indebtedness that relates to Equipment and was issued under and secured by the Original Indenture (the "Assumed Indebtedness") and (iii) Owner Trustee's rights, interests, obligations and duties under the Original Indenture, Original Indenture Supplement No. 1, Original Indenture Supplement No. 2 and any and all indebtedness created thereunder with respect to the Equipment shall terminate;

WHEREAS, Amtrak and Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (Amtrak Trust 93-C,) dated as of January 4, 2010 (the "Indenture") and that certain Indenture Supplement No. 1 ("Indenture Supplement No. 1"), which (i) in so far as it relates to the Assumed Indebtedness and the Equipment, provides for the issuance of new direct promissory notes of Amtrak in replacement and cancellation of the promissory notes issued under the Old Indenture, and (ii) subjects, *inter alia*, as hereafter described, Amtrak's right, title and interest in the Equipment to the lien of the Indenture;

WHEREAS, the Lease, as supplemented by Lease Supplement No. 3, and the Original Indenture, as supplemented by the Original Indenture Supplement No. 3, continue in full force and effect with respect to all Equipment or Units subject thereto;

WHEREAS, pursuant to the Indenture, Amtrak has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed unto Indenture Trustee, its successors and assigns, for the security and benefit of Loan Participant from time to time, a security interest in and mortgage Lien on all estate, right, title and interest of Amtrak in, to and under the following described property (as defined in the Indenture), rights, interests and privileges as set forth herein;

WHEREAS, Amtrak, by executing and delivering the Indenture, and for the benefit and security of the holders from time to time of the Secured Notes, in accordance with the terms of the Secured Notes and of the Indenture, hereby Grants (the term "Grant" as used herein with respect to any property or right shall mean mortgage, pledge, assign for security and charge, and create a security interest in, the same) unto Indenture Trustee, including its permitted successors in the trust hereby created and its permitted assigns, forever, all the following property, and all the right, title and interest, and all the powers and privileges, of Amtrak in, to and under the following property, whether tangible or intangible, wherever located or situated, whether now owned or held or hereafter acquired (exclusive in each case of all the Excepted

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AMTRAK TRUST 93-C

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF PARTIAL LEASE AND INDENTURE TERMINATION, TRUST INDENTURE AND SECURITY AGREEMENT AND INDENTURE SUPPLEMENT NO. 1, dated as of January 4, 2010, by and among NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Amtrak"), WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement, dated as of September 15, 1993 (the "Trust Agreement") and WELLS FARGO BANK NORTHWEST, N.A., a national banking association (as successor-in-interest to First Security Bank of Utah, National Association), as Indenture Trustee (together with any successor indenture trustee, the "Indenture Trustee" and together with Amtrak and Owner Trustee, the "Parties"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (defined below).

WHEREAS, Owner Trustee, as lessor, and Amtrak, as lessee, entered into that certain (i) Lease of Railroad Equipment, dated as of September 15, 1993 (the "Lease") a memorandum of which was recorded with the Interstate Commerce Commission ("ICC"), predecessor to the Surface Transportation Board ("STB") on September 30, 1993 at 9:05 a.m. under Recordation No. 18419, (ii) that certain Lease Supplement No. 1 (Amtrak Trust 93-C) dated September 30, 1993 ("Lease Supplement No. 1"), a memorandum of which was recorded with the ICC on September 30, 1993 at 9:05 a.m. under Recordation No. 18419-B, covering the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of Amtrak shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor (the "LS 1 Equipment"), (iii) that certain Lease Supplement No. 2 (Amtrak Trust 93-C), dated as of December 22, 1993 ("Lease Supplement No. 2"), a memorandum of which was recorded with the ICC on December 22, 1993 at 9:05 a.m. under Recordation No. 18419-D, covering the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of Amtrak shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor (the "LS 2 Equipment" and together with the LS 1 Equipment, the "Equipment"), and (iv) that certain Lease Supplement No. 3 (Amtrak Trust 93-C), dated as of February 28, 1994 ("Lease Supplement No. 3"), a memorandum of which was recorded with the ICC on February 28, 1994 at 9:50 a.m. under Recordation No. 18419-F, covering certain other units of equipment as specified therein;

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain (i) Trust Indenture and Security Agreement, dated as of September 15, 1993 (the "Original Indenture") a memorandum of which was recorded with the ICC on September 30, 1993 at 9:05 a.m. under Recordation No. 18419-A, (ii) that certain Indenture Supplement No. 1 (Amtrak Trust 93-C), dated as of September 30, 1993 ("Original Indenture Supplement No. 1"), a memorandum of which was recorded with the ICC on September 30, 1993, at 9:05 a.m. under Recordation No. 18419-C, covering the LS 1 Equipment, (ii) that certain Indenture Supplement No. 2 (Amtrak Trust 93-C), dated as of December 22, 1993 ("Original Indenture Supplement No. 2"), a

Rights and Excepted Payments, as defined below, and subject to the rights of Amtrak under Section 12.11 of the Indenture):

First, all Units subject to Indenture Supplement No. 1 and all replacements thereof and substitutions therefor, to the extent of any and all right, title and interest now owned or held or hereafter acquired by Amtrak;

Second, all monies, securities and other property now or from time to time hereafter held or required to be held by Indenture Trustee as security for the Secured Notes pursuant to the provisions of the Indenture;

Third, any and all property, tangible or intangible, that may from time to time hereafter by delivery or by writing of any kind for the purposes hereof be in any way subjected to the Lien of the Indenture, or be expressly Granted as additional security for the Secured Notes by Amtrak, or by anyone authorized to do so on the behalf or with the consent of Amtrak, to Indenture Trustee, which is hereby authorized to receive the same at any and all times as and for additional security; and

Fourth, any and all rents, issues, profits, revenues and other income or proceeds of any of the properties subject or intended to be subject to the Lien of the Indenture, including all proceeds of the conversion, voluntary or involuntary, of all or any portion of the property now or from time to time hereafter subject or required or intended to be subject to the Lien of the Indenture into cash, negotiable instruments or other instruments for the payment of money, chattel paper, security agreements, documents, liquidated claims or any form of proceeds (including proceeds of insurance and of any governmental takings with respect to such property); provided, however, that the inclusion of proceeds in the Trust Indenture Estate does not permit Amtrak, nor is Amtrak otherwise permitted, to sell, dispose of or otherwise use the Trust Indenture Estate in a manner not expressly permitted by the Indenture.

BUT EXCLUDING Excepted Payments and Excepted Rights.

WHEREAS, the termination of the Original Indenture solely as it relates to the Equipment, Assumed Indebtedness, the Original Indenture Supplement No. 1, and the Original Indenture Supplement No. 2, the termination of the Lease, the Lease Supplement No. 1 and the Lease Supplement No. 2, solely as they relate to the Equipment, and the release of the lien granted in the Original Indenture in the Equipment, shall be effective as of the Termination Date (as defined in the Indenture); and

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment of the Equipment and the Assumed Indebtedness, and the respective interests therein of the Parties.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Partial Lease and Indenture Termination, Trust Indenture and Security Agreement and Indenture Supplement No. 1 with the STB pursuant to 49 USC section 11301(a).

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

WILMINGTON TRUST COMPANY, not
in its individual capacity, but solely as
Owner Trustee

By: 

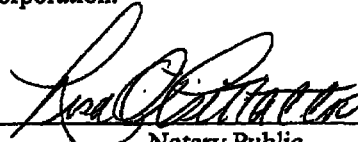
Name:

Title:

Robert J. Perkins
Vice President

STATE OF Delaware)
COUNTY OF New Castle) SS.:

On this 21 day of December, 2009, before me personally appeared Robert J. Perkins me personally known, who, by me being duly sworn, says that he/she is Vice President of WILMINGTON TRUST COMPANY, and that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.


Notary Public

LISA A. PITTACCIO
Notary Public - State of Delaware
My Comm. Expires May 10, 2011

My commission expires



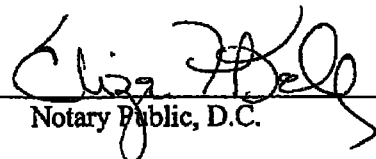
This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

NATIONAL RAILROAD PASSENGER
CORPORATION

By: Dale M. Stein
Name: Dale M. Stein (P)
Title: Treasurer

DISTRICT OF COLUMBIA: SS

On this 23rd day of December 2009, before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



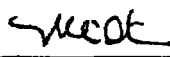
Notary Public, D.C.

My Commission Expires: 31 July 2014

SEAL

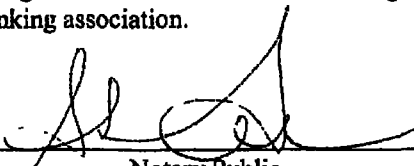
This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

WELLS FARGO BANK NORTHWEST,
N.A. (as successor-in-interest to First
Security Bank of Utah, National
Association), as Indenture Trustee

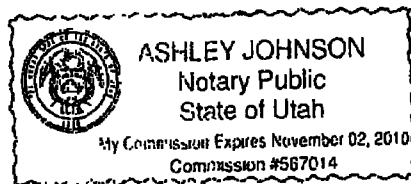
By: 
Name: Val T. Orton
Title: Vice President

STATE OF UTAH)
) SS.:
CITY OF SALT LAKE)

On this ____ day of _____, 20__, before me personally appeared WILLIAM, to me personally known, who, by me being duly sworn, says that he/she is VICE PRESIDENT of WELLS FARGO BANK NORTHWEST, N.A., that the foregoing instrument was signed on behalf of said national banking association, by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.


Notary Public

My commission expires



Schedule A to
Memorandum of Partial Lease and
Indenture Termination, Indenture
and Indenture Supplement No. 1

**DESCRIPTION OF UNITS
(AMTRAK TRUST 93-C)**

Lease Supplement	Equipment Type	Manufacturer's Numbers	Amtrak Equipment Numbers
1	Two (2) Superliner II Passenger Cars	002	32072
		004	32073
2	Six (6) Superliner II Passenger Cars	005	39000
		007	39002
		001	32070
		010	32075
		012	32076
		015	32077

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 1/4/2010



Robert W. Alvord